RECORD OF PUBLIC BID OPENING

Requisition # K-000370

Bid Title: Emulsified Asphalt

Bid Closing Date: December 13, 2006 @ 5:00 PM Bid Open Date: December 14, 2006 @ 10:30 AM

STATUS: AWARDED TO: Idaho Asphalt Supply

BIDDER: Idaho Asphalt Supply, Inc., Idaho Falls, ID

District 1 - Coeur d'Alene, Idaho

Item #	Qty.	Unit	Description	Unit Price	Total
1	90	Ton	Asphalt CSS-1	\$340.00	\$30,600.00
2	30	Ton	Asphalt STE-1	\$340.00	\$10,200.00
3		Ton Mile	Freight charges (Based on 30 Ton loads)	\$ 0.80	

Total miles one-way from District location to vendor plant: _____10

District 3 - Boise, Idaho

Item#	Qty.	Unit	Description	Unit Price	Total
1	100	Ton	Asphalt CSS-1	\$350.00	\$35,000.00
2	150	Ton	Asphalt CRS-2	\$330.00	\$49,500.00
3	150	Ton	Asphalt CMS-2	\$391.00	\$58,650.00
4		Ton mile	Freight charges (30 Ton Loads)	\$ 0.47	

Total miles one-way from District location to vendor plant: __17_____

District 4 - Shoshone, Idaho

Item #	Qty.	Unit	Description	Unit Price	Total
1	30	Ton	Asphalt CSS-1	\$330.00	\$ 9,900.00
2	35	Ton	Asphalt CRS-2	\$310.00	\$10,850.00
3		Ton mile	Freight charges (30 Ton Loads)	\$ 0.18	

Total miles one-way from District location to vendor plant: ____145_____

District 5 - Pocatello, Idaho

Item#	Qty.	Unit	Description	Unit Price	Total
1	5	Ton	Asphalt MC-70	\$650.00	\$ 3,250.00
2	15	Ton	Asphalt MC-250	\$570.00	\$ 8,550.00
3	5	Ton	Asphalt MC-800	\$410.00	\$ 2,050.00
4	10	Ton	Asphalt SC-800	\$410.00	\$ 4,100.00
5	10	Ton	Asphalt SS-1 (CSS-1)	\$330.00	\$ 3,300.00
6	10	Ton	Asphalt CRS-2	\$310.00	\$ 3,100.00
7		Ton mile	Freight charges (30 Ton Loads)	\$ 0.32	

Total miles one-way from District location to vendor plant: ____31____

District 6 - Rigby, Idaho

Item #	Qty.	Unit	Description	Unit Price	Total
1	20	Ton	Asphalt MC-70	\$650.00	\$13,000.00
2	130	Ton	Asphalt MC-250	\$570.00	\$74,100.00
3	60	Ton	Asphalt MC-800	\$410.00	\$24,600.00
4	50	Ton	Asphalt CSS-1	\$330.00	\$16,500.00
6	30	Ton	Asphalt CRS-2	\$310.00	\$ 9,300.00
7		Ton mile	Freight charges (30 Ton Loads)	\$ 0.29	

Total miles one-way from District location to vendor plant: <u>42</u>

INVITATION TO BID (ITD) IDAHO TRANSPORTATION DEPARTMENT (ITD)

EMULISFIED ASPHALT MATERIALS SUPPLY BID

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IDAHO TRANSPORTATION DEPARTMENT

INVITATION TO BID

EMULISFIED ASPHALT MATERIALS SUPPLY BID REQUISITION NO. K-000370

November 27, 2006

Idaho Transportation Department Supply Services Purchasing Section 3311 West State Street Boise, Idaho 83703

ALL <u>sealed bids must</u> be received by 5:00 P.M. December 13, 2006. Sealed bids will be opened at 10:30 A.M. December 14 2006 at Supply Services, Purchasing Office, at 3311 West State Street in Boise. The scope of work on this project consists of supplying Emulsified Asphalt as per the specifications contained in the above requisition.

Contact Mark McClaine, Senior Buyer for Bid Requirements and Clarification at (208) 334-8795 Fax ALL questions regarding this bid to: (208) 334-8824

FOR BID RESULTS, PLAN HOLDERS LIST VISIT:

http://itd.idaho.gov/business/business.htm

RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:

Requisition #: K-000370

Bid Close Date: 5:00 P.M. December 13, 2006 Bid Open Date: 1030 A.M. December 14 2006

Item Bidding: EMULISFIED ASPHALT MATERIALS SUPPLY BID

Mailing Address

Idaho Transportation Department Supply Services Purchasing Section 3311 W. State Street (83703) P.O. Box 7129 Boise, Idaho 83707-1129

INVITATION TO BID (ITB)

IDAHO TRANSPORTATION DEPARTMENT (ITD) EMULSIFIED ASPHALT SUPPLY BID

1. SPECIAL PROVISIONS

1.1. PURPOSE

The Idaho Transportation Department is seeking bids from qualified vendors to supply emulsified asphalt materials as per the specifications contained herein. Bidders shall follow the 2004 Standard Specifications for Highway Construction, Section 702. This work shall consist of furnishing emulsified asphalt materials in accordance with these specifications to be picked up by Idaho Transportation Department (ITD) furnished vehicles or deliver and loaded into ITD storage facilities or as ordered.

1.2. CONTRACT TERM

The contract will be for a one (1) year period from date of award. This contract may be renewed with two (2) additional one (1) – year periods, if mutually agreed upon by both parties. The Contractor shall not sublet, sell, transfer or otherwise dispose of the Contract or Contracts or any portion thereof, or of the Contractor's right, title or interest therein, without written consent of the Department.

1.3. CORRESPONDENCE AND ADDENDA

All correspondence will be in writing. In the event that it becomes necessary to revise any part of this ITB, addenda will be posted at http://itd.idaho.gov, <a href="Information normation no

All questions from vendors must be submitted in writing no later than 5:00 P.M. December 7, 2006. Attn: Mark McClaine, Senior Buyer. These submissions can be facsimile 208-334-8824 or e-mail Mark.McClaine@itd.idaho.gov. Answers to vendor questions will be posted at the ITD web site.

1.4. GENERAL SPECIFICATIONS

The bidder of any product that is delivered and/or applied, which is found to be contaminated and is cause for environmental concerns, shall be responsible for all clean up expenses. This includes but is not limited to clean up measures as needed for the following: storage facility, yard, equipment, and roadside.

The bidder shall be liable, as determined by the purchaser for causing any unanticipated extraordinary damages to equipment used in the storage or distribution of the chemical products.

Each bidder submitting a sample will be notified whether the sample passes or fails to meet the specifications. Copies of the complete lab reports will be available upon request.

All submitted products shall be tested to the specified limits contained within these specifications and as per the products' specific category classifications.

1.5. ORDERS, DELIVERIES, AND INVOICEING OF PRODUCTS

- 1.5.1. The bill of lading for each shipment must contain the following information:
 - Name of Product
 - Delivery Destination
 - Quantity Delivered
- 1.5.2. The Agency will not process invoices for payment until the bidder has met all requirements under this section. The invoice shall include the following:
 - A copy of the original bill of lading.
 - Contract Quantity.
 - Total number of units delivered.
 - Contract unit price for product delivered.
 - Total price for units delivered.

1.6. SUPPLY REQUIREMENTS

Upon ordering, ITD will specify the method of delivery and date. Deliveries by truck shall arrive at the location requested within the district at temperatures specified by the ITD. The asphalt temperature shall be within the ranges set forth in Section 400 of the 2004 State Standard Specifications for Highway Construction and the August 2002 Supplemental Specifications after transferal into ITD tanks. Successful transference of the Emulsified Asphalt material from the hauling unit to the ITD storage tanks shall be included in the bid price and will be the sole responsibility of the successful bidder.

1.7. VENDOR NOTES

The attached listing shows estimated quantities of emulsified asphalt materials, by asphalt grade, to be used in each maintenance district. Quantities shown are for bidding purposes only. Actual quantities will vary because of the nature of the work.

When ITD furnished trucks will pick up emulsified asphalt materials, a 24-hour notice prior to pick-up will be given when possible. When supplier deliveries to ITD storage facilities are requested, a 48-hour notice prior to delivery will be given when possible. In either case, ITD will specify the grade of emulsified asphalt materials and the approximate quantity to be supplied. ITD reserves the right to negotiate with other vendors for the emulsified asphalt materials if the supplier cannot furnish the

specified quality and quantity of material ordered, or if the haul distance from the vendor plant to the work site is too long to support a continuous operation.

District Engineers or their delegates will be responsible for determination of unacceptable quality material with documentation provided by ITD materials testing reports. ITD will inspect and sample emulsified asphalt materials if deemed necessary to assure compliance with specifications. Emulsified asphalt materials which fail to meet the materials requirements noted herein will be subject to rejection or a 25% price adjustment for the quantity received at the discretion of the District Engineer.

2. PROPOSAL GUIDELINES

2.1. PERFORMANCE

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

2.2. BIDDING REQUIREMENTS AND CONDITIONS

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No proposals will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid proposal upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid proposal shall be considered irregular and the bid will be rejected.

The bidder's proposal shall be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the bidder legally qualified and acceptable to the State. If the proposal is made by an individual, their name and post office address shall be shown; by a partnership, the name and post office address of each partner shall be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture shall be shown; by a corporation, the name of the corporation and the business address of its corporate officials shall be shown

2.3. IRREGULAR PROPOSALS

Proposals will be considered non-responsive and shall be rejected for the following reasons:

- 1. If the Bid Proposal Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
- 2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- 3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
- 5. If the Bid Documents are not sealed, when received by the Department.
- 6. If the Signature Page is not signed in Ink.
- 7. If Addendums are not signed and returned with the Bid Documents.
- 8. If documents are not signed and notarized accordingly.

2.4. DISQUALIFICATIONS OF BIDDERS

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their proposal or proposals:

- 1. More than one proposal, for the same work from an individual, partnership or corporation under the same name or a different name.
- 2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

2.5. CONSIDERATION OF PROPOSALS

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available http://itd.idaho.gov, Information for Consultant, Contractors and Vendors, Bid Information-Non Highway Construction Projects. The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

2.6. BIDDER CHALLENGE TO DEPARTMENT DETERMINATION

A bidder who did not submit the lowest responsible bid as determined by the Department may within five (5) calendar days of bid opening file a written application to challenge the Department's determination of the lowest responsible bidder and apply to the Department's

chief engineer for the appointment of a hearing officer to hold a contest case hearing. The application shall set forth in specific terms the reasons why the Department's decision is thought to be erroneous.

2.7. EXECUTION / AWARD OF THE CONTRACT

The award of contract, if it is awarded, will be made within <u>15 calendar days</u> after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose proposal complies with all requirements prescribed.

However, the award may be deferred beyond <u>15 calendar days</u> by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned **within 15 calendar days** after the bidder has received the contract. If the contract is not executed by the State within **15 calendar days** following receipt from the bidder of the signed contracts, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

2.8. FAILURE TO EXECUTE CONTRACT

Failure to execute the contract within **15 calendar days**, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

3. TERMS AND CONDITIONS

3.1. CONTRACT AWARD

All bid prices shall be firm. Please quote price per ton for Emulsified Asphalt material. In addition, please quote a price per ton for freight charges in the event that deliveries are requested by the District offices. Award will be computed separately for each district. Multiple contracts may be awarded.

3.2. CONTRACT TERM

The contract will be for a one (1) year period from date of award. This contract may be renewed with two (2) additional one (1) year periods, if mutually agreed upon by both parties. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the Contractor's right, title or interest therein, without written consent of the Department.

3.3. PAYMENT REQUIREMENTS

The Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied. Measurement and payment for Emulsified Asphalt materials will be based on the tons of Emulsified Asphalt materials furnished at the supplier's plant. Emulsified Asphalt materials will be measured by the ton.

3.4. CHANGES

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent

3.5. CLAIMS FOR ADJUSTMENTS AND DISPUTES

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the ITD Purchasing Agent in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The Purchasing Agent will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the Purchasing Agent's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

3.6. COMPLIANCE

If a formal and written compliant is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 6 Termination.

If the District Engineer is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

3.7. TERMINATION FOR DEFAULT

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department

3.8. TERMINATION FOR CONVENIENCE

- 3.8.1. The DEPARTMENT or CONTRACTOR may cancel this Contract at any time with or without cause upon thirty (30) days' written notice to the other party, and specifying the date of termination.
- 3.8.2. Cancellation of the Contract by either party shall terminate the obligations or liabilities of the parties, except that the obligations or liabilities incurred prior to the termination date shall be honored.

3.9. INDEMNIFICATION

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any

claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

3.10. REQUIRED INSURANCE

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The following is a brief explanation of the required insurance coverage's. A certificate of insurance will be required of the contractor selected.

WORKER'S COMPENSATION

The CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must have a valid Worker's Compensation insurance policy in effect prior to the Division of Purchasing generating the contract. The CONTRACTOR must show proof of such coverage by presenting to the Division of Purchasing a valid certificate of insurance showing statutory coverage.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

EMPLOYER'S LIABILITY

This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.

LIABILITY INSURANCE

For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such

insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Division of Purchasing. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.

■ The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State and to the railroad or railway company, when involved. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until written acceptance of the project.

COMMERCIAL GENERAL LIABILITY INSURANCE

The CONTRACTOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable, and will be endorsed to apply separately to each job site or location.

AUTOMOBILE LIABILITY INSURANCE

The Contractor shall obtain, at the Contractor's expense, and keep in effect during the entire term of the contract, Automobile Liability Insurance covering owned, non-owned and hired vehicles. This coverage may be written in combination with Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

ADDITIONAL REQUIREMENTS

- State of Idaho as Additional Insured. The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.
- Notice of Cancellation or Change. The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

3.11. TITLE VI ASSURANCES

Application

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

Employment Lists, Labor Selection, Non-Discrimination

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination:

The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

4. <u>Information and Reports:</u>

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information

5. Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withhold progress payments until it is determined that the contractor is found in compliance;
- b. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made;
- c. Cancel or terminate the contract for cause;
- d. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

6. Incorporation of the Provisions:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7.

Labor Provisions

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent

bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams' trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.

3.12. CONTRACT PRICE ADJUSTMENT

Product: The contractor may request an adjustment at annual intervals from the date of the contract. The percentage increase is not to exceed the latest annual increase in the consumer Price Index, Table 1, (CPU-U) Commodity and Service Group, Commodities less food and beverages. Such adjustment may be allowed only after:

- The vendor has submitted a written request to the Department at least 30 calendar days prior to the proposed implementation date and provided detailed justification for such an adjustment is given, and
- The Department has given written approval of the requested adjustment effective on the next annual adjustment date.

3.13. EXTENSION OF PRICING TO OTHER PUBLIC AGENCIES

With the exception of other State of Idaho State Agencies, contract prices shall be extended to other public agencies. Public agency means any city or political subdivision of this state, including but not limited to counties, school districts, highway districts, port authorities, instrumentalities of counties, cities or any political subdivision created under the laws of the state of Idaho.

4. BID SCHEDULE

The following quantities of Emulsified Asphalt Materials are projected from use for the terms of this contract. These quantities are estimates to be used for bidding purposes only. They are not guaranteed deliverable quantities as quantities may be less or more than what is being represented.

This bid shall be based off products that are on the Qualified Products List of the ITD, at the date and time of this bid opening.

EMULSIFIED ASHPALT MATERIALS SUPPLY CONTRACT

Estimated Quantities (TON)

District	MC-70	MC-250	MC-800	SC-800	SS-1	CSS-1	CRS-2	CRS-2P	CMS-2	STE-1
1	0	0	0	0	0	90	0	0	0	30
3	0	0	0	0	0	100	150	0	150	0
4	0	0	0	0	0	30	35	0	0	0
5	5	15	5	10	10	0	10	0	0	0
6	20	130	60	0	0	50	30	0	0	0

BID SCHEDULE

(Price per Ton for Pickup at Vendor Yard)

Estimated Quantities (TON)

District 1 - Coeur d'Alene, Idaho

Item	Qty.	Unit	Description	Unit Price	Total
1	90	Ton	Asphalt CSS-1		
2	30	Ton	Asphalt STE-1		
3		Ton	Freight charges		
		Mile			

Total miles one-way from District location to vendor plant: _____

District 3 – Boise, Idaho

Item	Qty.	Unit	Description	Unit Price	Total
1	100	Ton	Asphalt CSS-1		
2	150	Ton	Asphalt CRS-2		
3	150	Ton	Asphalt CMS-2		
4		Ton mile	Freight charges		

Total miles one-way from District location to vendor plant: _____

District 4 – Shoshone, Idaho

Item	Qty.	Unit	Description	Unit Price	Total
1	30	Ton	Asphalt CSS-1		
2	35	Ton	Asphalt CRS-2		
3		Ton mile	Freight charges		

Total miles one-way from District location to vendor plant: _____

District 5 – Pocatello, Idaho

Item	Qty.	Unit	Description	Unit Price	Total
1	5	Ton	Asphalt MC-70		
2	15	Ton	Asphalt MC-250		
3	5	Ton	Asphalt MC-800		
4	10	Ton	Asphalt SC-800		
5	10	Ton	Asphalt SS-1		
6	10	Ton	Asphalt CRS-2		
7		Ton mile	Freight charges		_

Total miles one-way from District location to vendor plant: _____

District 6 - Rigby, Idaho

Item	Qty.	Unit	Description	Unit Price	Total
1	20	Ton	Asphalt MC-70		
2	130	Ton	Asphalt MC-250		
3	60	Ton	Asphalt MC-800		
4	50	Ton	Asphalt CSS-1		
6	30	Ton	Asphalt CRS-2		
7		Ton mile	Freight charges		

Total miles one-way from District location to vendor plant: _____

Bids will be awarded based on extension of unit prices bid and may be by district, groups of districts, or total of districts whichever is determined to be in the best interest of the state.

BID SCHEDULE MUST BE RETURED WITH YOUR BID

SPECIAL PROVISIONS

SPECIFICATIONS FOR CRS-2P EMULSIFIED ASPHALT

	WSDOT TEST	SPECIFICATIONS	
	METHOD	MINIMUM	MAXIMUM
Viscosity @ 50°C SFS	212	100	400
Storage Stability 1 day %	212		1
Demulsibility 35 ml. 0.8% sodium dioctyl sulfosuccinate	212	40	
Particle Charge	212	Positive	
Sieve Test %	212		.30
Distillation (1)			
Oil distillate by volume of emulsion %	212	0	3
Residue %	212	65	
Test on the residue from distillation			
Penetration 25°C	201	100	250
Torsional Recovery	(2)	18%	
Toughness Tenacity Inch-lbs (N-m)	(3) 50/25 (5.65/2.82)		

Notes:

- (1) Distillation modified to use 300 grams of emulsion and heated to $177^{\circ}\text{C} \pm 5^{\circ}\text{C}$ then maintained at 177°C for 20 minutes.
- (2) The Torsional Recovery test shall be conducted according to the California Department of Transportation Test Method No. 332.
- (3) Benson method of toughness and tenacity: Scott tester, inch-pounds (N-m) at 25°C 20 inches per minute (508 mm per minute) pull. Tension head 7/8 inch (22 mm) diameter.

SPECIFICATIONS FOR STE1 EMULSIFIED ASPHALT

	WSDOT TEST	SPECIFICATIONS	
	METHOD	MINIMUM	MAXIMUM
Test on Emulsion:			
Viscosity @ 50°C SFS	212		30
Storage Stability 1 day %	212		1
Demulsibility 35 ml. 0.8% sodium dioctyl sulfosuccinate	212	25	
Particle Charge	212	Positive	
Sieve Test %	212		.10
Distillation	212	0	3
Oil distillate by volume of emulsion %	212	45	
Residue %			
Test on the residue from distillation			
Penetration 25°C	201	100	200
Ductility, 25°C	213	40	
5 cm/mm., cm Solubility in Tricholorethylene %	214	97.5	

Note: The demulsibility test shall be made within 30 days from date of shipment.

DISTRICT LOCATIONS

IDAHO TRANSPORTATION DEPARTMENT

Division of Highways District #1

600 W. Prairie Ave.

Coeur d'Alene, ID 83814-3538 Contact: Jim West @ (208) 772-1200

IDAHO TRANSPORTATION DEPARTMENT

Division of Highways District #2

2600 Frontage Road

Lewiston, ID 83501-0837

Contact: Mike Frantz @ (208) 799-5090

IDAHO TRANSPORTATION DEPARTMENT

Division of Highways District #3

8150 Chinden Blvd Boise, ID 83714-1367

Contact: Fred Trescott @ (208) 334-8317

IDAHO TRANSPORTATION DEPARTMENT

Division of Highways District #4

63 West Highway 26 Shoshone, ID 83352-0820

Contact: Shad Flores @ (208) 886-7800

IDAHO TRANSPORTATION DEPARTMENT

Division of Highways District #5

5151 South 5th

Pocatello, ID 83205-4700

Contact: Lora Longhurst @ (208) 239-3300

IDAHO TRANSPORTATION DEPARTMENT

Division of Highways District #6

206 N. Yellowstone Rigby, ID 83442-0097

Contact: Paul Walker @ (208) 745-7781

5. ATTACHMENTS

- 5.1. INTENTION TO RESPOND
- **5.2. SIGNATURE PAGE**
- 5.3. DOMICILE
- **5.4. BID PROPOSAL**
- 5.5. BIDDER CHECKLIST
- 5.6. VENDOR LIST

Requisition # K-000370

Project: EMULSIFIED ASPHALT MATERIALS SUPPLY BID

INTENTION TO RESPOND

FAX BACK: 208 334-8824 No Fax Cover Sheet Is Required

Your assistance is requested. Please fax back immediately.

To: Idaho Transportation Department

Purchasing Section PO Box 7129

Boise, Idaho 83707-1129

BID CLOSES ON: 5:00 P.M. December 13, 2006 BID OPENS ON: 1030 A.M. December 14, 2006

Please check all that apply

Commonwint	ands to propose and submit a pro-	essal to the meanisition lists	d above
Company inc	ends to prepare and submit a prop	osai to the requisition liste	d above.
Company doe	es not plan to respond.		
Other Messag	ge/Comments:		
Company Name			
Individual/Owner's N	Tame		
Mailing Address			
City	State	Zip	
Contact Person			
(Please	e Print)		
Phone #	Fax #		

Requisition # K-000370

Project: EMULSIFIED ASPHALT MATERIALS SUPPLY BID

IDAHO TRANSPORTATION DEPARTMENT

SIGNATURE PAGE

November 28, 2006

Idaho Transportation Department Supply Services Purchasing Section 3311 West State Street Boise, Idaho 83703

REQUISITION #: K-000370

The Idaho Transportation Department is seeking qualified bidders to Emulsified Asphalt Materials products as per the specifications contained in Requisition Number K-000370.

Company Name:			
Mailing Address:			 -
City:	State:	Zip:	 -
Phone:	Fax:		
FEDERAL TAX IDENTIFIC	CATION #		
Contractors Signature/Author	orized Signature	2:	
			

Printed Name

BY SIGNING, BIDDER ACKNOWLEDGES ITS RESPONSIBILITY FOR ANY ADDENDA THAT HAVE BEEN ISSUED FOR THIS SOLICITATION AND WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.

THIS PAGE MUST BE SIGNED, WITH AN ORIGINAL SIGNATURE, AND RETURNED WITH YOUR BID DOCUMENTS!

Requisition # K-000370

Project: EMULSIFIED ASPHALT MATERIALS SUPPLY BID

DOMICILE

PREFERENCE FOR IDAHO DOMICILED CONTRACTORS ON PUBLIC WORKS (Idaho Code 67-2348 - Effective July 1, 1982). To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district, irrigation district, drainage district, sewer district, highway district, good road district, fire district, flood district, or other public body, shall let for bid any contract for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in his domiciliary state.

If the bidder is unsure of where their business is domiciled, the following "rule of thumb" may help!

- 1) Corporation: Domiciled where chartered.
- 2) Sole Proprietor: Domiciled where permanent headquarters of business located.
- 3) Partnership: Domiciled where permanent headquarters of business located.

COMPANY NAME:	
STATE OF DOMICILE:	

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID!!!!

Requisition # K-000370

Project: EMULSIFIED ASPHALT MATERIALS SUPPLY BID

BID PROPOSAL

TO: IDAHO TRANSPORTATION BOARD Idaho Transportation Department

In compliance with your invitation for bids to be received @ 5:00 P.M. December 13, 2006 and opened @ 1030 A.M. December 14, 2006 the undersigned certifies they have examined the location of work and/or materials sites, and has satisfied themselves as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby agrees to supply emulsified asphalt products as per the specifications contained in **Requisition Number K-000370**.

By signing this bid proposal (P-3, A, B or C), the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **CORPORATE** CONTRACTORS Date , 2006 Name, Address and Phone Number of Corporation: Phone Number Incorporated under the laws of the State of _____ Name & Address of President Name & Address of Secretary _____ Name & Address of Treasurer _____ **SIGNATURE** President, Vice President, etc. State of _____, County of _____ss. On this _____day of _____, in the year _____, before me _____(Notary Public), personally appeared ______, known or identified to me to be the President or Vice President or Secretary or Assistant Secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same. Notary Public for _____ Residing at _____ My Commission Expires on: _____

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY PARTN	E R S H I P	
Date	, 2006	
Name, Address and Phone Number of	Bidder:	
Phone Number		
SIGNATURE:		
(Name & Title, as "Partner")	Address	
(Name & Title, as "Partner")	Address	
(Name & Title, as "Partner")	Address	
THIS MUST BE SIGNED BY AT I	EAST ONE GENERAL PA	RTNER
State of, Coun	nty of	ss. On thisday of
		(Notary Public), personally
appeared	, kn	own or identified to me to be one of the
partners in the partnership of		(Partnership Name Signea
to Instrument) and the partner or one	e of the partners who subscribe	ed said partnership name to the foregoing
instrument, and acknowledged to me t	hat they executed the same in	said partnership name.
	Notary Public	For
	Residing at	
	My Commission	on Expires on:

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTE	D BY <u>SOLE PROPRIETO</u>	<u>R</u>	
Date	,	2006	
Name, Address and	Phone Number of Bidder:		
Phone Number			
SIGNATURE:			
(Name & Title, as "	Owner")	Address	_
(Name & Title, as "	Owner")	Address	
State of	County of	ss. On this	day of, ir
the year, b	efore me		(Notary Public),
personally appeared	I	, know	n or identified to me to be the
	is subscribed to the within is	nstrument, and acknowledged to m	e that
(he/she/the		cuted the same.	
		Notary Public For	
		Residing at	
		My Commission Expires	on:

Requisition # K-000370

Project: EMULSIFIED ASPHALT MATERIALS SUPPLY BID

BIDDER CHECKLIST

In order for your bid to be considered, the following must be included with your bid:

1. Signature Page signed with an original signature

2. Bid Response

- Individual, Partnership, or Corporation
- One of three, depending upon company structure, <u>MUST</u> by <u>completed</u>, <u>signed and notarized</u>.
- 3. **5.0 Bid Schedule**
- 4. Bid Schedule: Liquid Product Locations and Quantities
- 5. Bidder must complete **Domicile Form**
- 6. <u>All Addenda</u> <u>must</u> be <u>signed</u> and returned with your Bid Documents. It is the Bidder's responsibility to verify if an addendum was issued.
- 7. <u>ALL BIDS</u> must be submitted in a sealed enveloped with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.
- 8. **NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. <u>ALL</u> REQUIRED paperwork must be re-submitted.
- 9. <u>PUBLIC WORKS LICENSE REQUIRED:</u> Public Works Contractors License Board Phone # (208) 332-8968. http://www2.idaho.gov/dbs
- 10. **WORKERS' COMPENSATION INSURANCE:** Per Idaho Code 72-216. Proof of said insurance must be provided by successful Bidder before Contract(s) are executed. It shall be the Contractors responsibility to request, <u>each year</u>, a current certificate of insurance is sent to the Agency. Non-Compliance will result in the forfeiture of Contract and all Bonds.
- **11. GENERAL AND AUTOMOBILE LIABILITY INSURANCE:** Proof of said insurance must be provided by successful Bidder before Contract(s) are executed. Non-Compliance will result in the forfeiture of Awarded Contract and all Bonds

Requisition # K-000370

Project: EMULSIFIED ASPHALT MATERIALS SUPPLY BID

EMULSIFIED ASPHALT VENDOR LIST

AS OF 11/06

IDAHO ASPHALT SUPPLY INC	AJ TRUCKING INC	ATLAS SAND & ROCK INC
2535 N. 15 TH EAST	PO BOX 375	4341 SNAKE RIVER AVE
IDAHO FALLS ID 83401	REXBURG ID 83440	LEWISTON ID 83501
208 785 1797	800 346 8850	208 743 5596
208 785 1818 (Fax)	208 356 8850 (Fax)	208 746 2530 (Fax)
CAMAS GRAVEL COMPANY	EDWIN M SMITH AND SONS INC	GORDON PAVING CO INC
616 W. NORTH STREET	PO BOX 838	837 MADORA ST S
GRANGEVILLE ID 83530 1240	SODA SPRINGS ID 83276	TWIN FALLS ID 83301
208 983 0800		208 733 1800
208 983 5331 (Fax)		208 733 1840 (Fax)
INTERSTATE CONCRETE &	JACK B PARSON COMPANIES	VALLEY PAVING
ASPHALT	PO BOX 4002	PO BOX 775
845 W KATHLEEN	POCATELLO ID 83205	BELLEVUE ID 83313
COEUR D ALENE ID 83814	208 232 5796	208 788 2284
208 765 1144	208 234 4024 (Fax)	208 788 2195 (Fax)
2085 765 3773 (Fax)		
ROKER MATERIALS CO INC	SALMON OIL CO INC	H & H EQUIPMENT AND SUPPLY
PO BOX 1768	500 S CHALLIS	19858 SILVER LANE
IDAHO FALLS ID 83402	SALMON, ID 83467 4731	RATHDRUM ID 83858
208 529 9891	208 756 2624	208 660 8927
208 522 8949 (Fax)	208 756 4486 (Fax)	208 687 6409 (Fax)
SPECIALTY CONSTRUCTION	AMERITECH SUPPLY	
SUPPLY	2810 S ORCHARD	
12450 W. FRANKLIN RD	BOISE ID 83705	
BOISE ID 83709	208-336 7748	
208 322 6800	ATTN REBECCA FERRERA	
208 322 2636 (Fax)		